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11-13-2000



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U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK****RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**☒ New☐ Resubmission (Non-Recordation)

Document ID #

☐ Correction of PTO Error

Reel #

Frame #

☐ Corrective Document

Reel #

Frame #

**Conveyance Type**☐ Assignment☐ License☒ Security Agreement☐ Nunc Pro Tunc Assignment☐ Merger☐ Change of Name☐ OtherEffective Date  
Month Day Year

10 31 2000

**Conveying Party**☐ Mark if additional names of conveying parties attached

Name

Magruder Color Company, Inc.

Execution Date  
Month Day Year

10 31 2000

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association☐ Other☒ Citizenship/State of Incorporation/Organization New Jersey**Receiving Party**☐ Mark if additional names of receiving parties attached

Name

PNC Bank, National Association, as Agent

DBA/AKA/TA

Composed of

Address (line 1)

PNC Bank Center, Two Tower Center Boulevard

Address (line 2)

Address (line 3)

East Brunswick

City

New Jersey

State/Country

08816

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership☐ Corporation ☒ Association☐ Other☒ Citizenship/State of Incorporation/Organization New Jersey

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231**TRADEMARK****REEL: 002172 FRAME: 0778**

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

(732) 855-6026

Name

Christine M. Rigney, Esq.

Address (line 1)

c/o Wilentz, Goldman &amp; Spitzer

Address (line 2)

90 Woodbridge Center Drive, Suite 900

Address (line 3)

Woodbridge, New Jersey 07095

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

9

**Trademark Application Number(s) or Registration Number(s)**☒

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)****Registration Number(s)**

75,700,740

1,430,775

1,732,306

793,489

1,876,225

1,876,226

1,019,029

1,853,415

991,794

793,488

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

390.00

Method of Payment::

Enclosed

☒

Deposit Account

☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

☐

No

☐**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Christine M. Rigney, Esq.

Name of Person Signing

Signature

11-2-2000

Date Signed

Counsel for Receiving Party,  
PNC Bank, National Association, as Agent

**SCHEDULE A**  
**TO RECORDATION FORM COVER SHEET**

**TRADEMARK SCHEDULE**

**Additional Registrations**

<b><u>Mark</u></b>	<b><u>Reg. No.</u></b>	<b><u>Date Registered</u></b>
RADIANT	793,494	July 27, 1965
RADIANT	996,241	October 22, 1974
RADIANT	996,247	October 22, 1974
VISIPRINT	1,137,135	June 24, 1980
Design Mark	512,588	July 19, 1949

## COLLATERAL ASSIGNMENT OF TRADEMARKS

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS is made on the 31 day of October, 2000 by and among MAGRUDER COLOR COMPANY, INC., a New Jersey corporation, having its principal office at 1029 Newark Avenue, Elizabeth, New Jersey 07208 (the "Assignor") and PNC Bank, National Association, having an office at PNC Bank Center, Two Tower Center Boulevard, East Brunswick, New Jersey 08816, as Agent for Lenders, (hereinafter referred to as Assignee).

### WITNESSETH:

WHEREAS, Assignor has executed and delivered its Revolving Credit, Term Loan and Security Agreement (the "Loan Agreement") and other loan documents executed in connection therewith (all of which are collectively referred to as the "Loan Documents") to the Assignee, and various financial institutions named therein or which hereafter become a party thereto (together with the Assignee collectively, "Lenders") and the Assignee as agent for Lenders (in such capacity, "Agent") to secure loans by Assignee to Assignor in the aggregate amount of \$30,000,000; and

WHEREAS, the Assignor owns the United States trademark applications and trademarks listed in Schedule A hereto, along with the good-will of the Assignor to which such trademark applications and trademarks relate ("Trademarks"); and

WHEREAS, pursuant to the Loan Agreement, the Assignor is required to and has conveyed and granted to Assignee a security interest in, among other things, all right, title and interest of the Assignor in, to and under all of the Assignor's and Trademarks, whether presently existing or hereafter arising or acquired, and all products, substitutions, replacements and proceeds thereof to secure all obligations of the Assignor to Assignee, including contingent obligations; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor does hereby absolutely assign, grant, and convey to Assignee its right and title to, and a security interest in, all of the Assignor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(a) Each of the Trademarks, which are presently, or in the future may be owned by the Assignor, in whole or in part, as well as all applications for Trademarks now or hereafter owned by the Assignor, as the same may be updated hereafter from time to time.

Said assignment, grant, conveyance, and security interest includes, without limitation, all proceeds thereof, the right to sue for past, present, and future infringements thereof, all rights corresponding thereto throughout the world, and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

1) Assignor covenants and warrants that:

(a) it is the true and lawful exclusive owner of all the Trademarks listed on Schedule A and that said Trademarks constitute all the United States Trademarks registered in the United States Patent and Trademark Office and applications for Trademarks that the Assignor now owns;

(b) The Assignor agrees on a semi-annual basis to execute such additional agreements with respect to any new Patent, Trademark and/or Copyright in which the Assignor hereinafter obtains rights. The Assignor further warrants that it is not aware of any third party claim that any of the aspects of the Assignor's present or contemplated business operations infringe or will infringe on any Trademark. The Assignor grants to Assignee an absolute power of attorney to sign any document which will be required by the United States Patent and Trademark Office in order to effect an absolute assignment of all right, title and interest in each Trademark and/or Patent and record of same;

(c) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(d) Each of the Trademarks is valid and enforceable;

(e) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements, and covenants by Assignor not to sue third persons, other than the assignment to Assignee pursuant to this Agreement;

(f) Assignor has the unqualified right to enter into this Agreement and perform its terms;

(g) Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks;

(h) Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture or use of products sold under the Trademarks;

(i) The Assignor hereby agrees not to divest itself of any right under any Trademark, which divestiture could have a material adverse effect on Assignor's business, its properties, or its ability to perform its obligations under the Loan Agreement; and

(j) The Assignor agrees to promptly, upon learning thereof, furnish Assignee in writing all pertinent information available to the Assignor with respect to any infringement or other violation of the Assignor's rights in any Trademark and/or Patent, which infringement or violation could have a material adverse effect on the Assignor, its properties or its ability to perform its obligations under the Loan Agreement and other Loan Documents (as defined in the Loan Agreement). The Assignor further agrees to prosecute any Persons infringing upon any Trademark to the extent such infringement could have a material adverse affect on the Assignor, its properties or its ability to perform its obligations under the Loan Agreement or other Loan Documents (the "Obligations").

- 2) Assignor hereby grants to Assignee and its employees and agents the right to visit Assignor's facilities (during normal business hours and upon reasonable notice) which maintain or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto. Assignor shall do any and all acts reasonably required by Assignee to ensure Assignor's compliance herewith.
- 3) Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with Assignor's obligations under this Agreement, without Assignee's prior written consent, such consent not to be unreasonably withheld.
- 4) If, before the Obligations have been satisfied in full. Assignor shall obtain rights to any new Trademark, the provisions hereof shall automatically apply thereto and Assignor shall give to Assignee prompt notice thereof in writing.
- 5) Assignor authorizes Assignee to modify this Agreement by amending Schedule A, to include any future Trademarks covered hereby.
- 6) Unless and until there shall have occurred an Event of Default (as defined in the Loan Agreement), Assignee hereby grants to Assignor the exclusive, limited, nontransferable right and license to use the Patents and Trademarks on and in connection with products sold by Assignor, for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the limited license granted to Assignor in this paragraph, without the prior written consent of Assignee.

7) Upon the occurrence of any Event of Default:

- a) Assignor's limited license hereunder to use the Trademarks shall terminate forthwith;
  - b) Assignee shall have, in addition to all other rights and remedies given to it by this Agreement, the Loan Agreement, and the Loan Documents, those rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located; and
  - c) Assignee may, in addition to any other remedies which may be available to Assignee, without being deemed to have made an election of remedies, and without the assignment hereunder being deemed to be anything less than an absolute assignment, immediately, without demand of performance and without other notice (except as may be set forth below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale (or, to the extent required by law, otherwise realize upon in a commercially reasonable manner), all or from time to time, any of the Trademarks, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all reasonable expenses (including all reasonable expenses for broker's fees and legal services), may apply the residue of such proceeds to the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor. Notice of any sale or other disposition of the Trademarks shall be given to Assignor at least five (5) business days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which notice Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Assignee may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right or equity of redemption on the part of Assignor, which right and equity of redemption are hereby waived and released.
- 8) At such time as Assignor shall completely satisfy all of the Obligations, this Agreement shall terminate and Assignee shall execute and deliver to Assignor at Assignor's expense all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by Assignee pursuant hereto and in accordance with the terms hereof.
- 9) Any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorney fees and legal expenses incurred by Assignee in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, or in the enforcement by Assignee of any of its rights or remedies under this Agreement, the Loan Agreement or any Loan Document shall be borne and paid by Assignor on demand by Assignee and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate of interest chargeable pursuant to the Loan Agreement upon an Event of Default.
- 10) Assignor shall have the duty, through counsel reasonably acceptable to Assignee, to prosecute diligently any actions for or of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are reasonably necessary or desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademarks shall be borne by Assignor. The Assignor shall not abandon any Trademarks without the consent of Assignee, which consent shall not be unreasonably withheld.
- 11) Assignor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademarks, in which event Assignee may, if necessary, be joined as a nominal party to such suit if Assignee shall have been satisfied that it is not incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all damages, costs and expenses, including attorney fees, incurred by Assignee in the fulfillment of the provisions of this


paragraph. The obligations of the Assignor under this paragraph shall survive the termination of this Agreement.

- 12) In the event of the occurrence of a Default or an Event of Default, Assignor hereby authorizes and empowers Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Assignee to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or necessary for Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.
- 13) If Assignor fails to comply with any of its obligations hereunder, Assignee may do so in Assignor's name or in Assignee's name, but at Assignor's expense, and Assignor hereby agrees to reimburse Assignee in full for all expenses, including reasonable attorney's fees, incurred by Assignee in protecting, defending and maintaining the Trademarks.
- 14) No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement, or under any Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 15) All of Assignee's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreement(s) or by law, shall be cumulative and may be exercised singly or concurrently.
- 16) The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
- 17) This Agreement is subject to modification only by a writing signed by the parties, except as provided elsewhere herein.
- 18) The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
- 19) The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New Jersey.
- 20) THE PARTIES HERETO AGREE TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN NEW JERSEY IN CONNECTION WITH ANY MATTER ARISING HEREUNDER, INCLUDING THE COLLECTION AND ENFORCEMENT HEREOF. THE ASSIGNOR AND ASSIGNEE EACH HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE ACTIONS OF LENDER. THIS WAIVER IS MADE KNOWINGLY AND IN CONSIDERATION OF THE ADVANCES MADE UNDER THE LOAN AGREEMENT.
- 21) This Agreement, the Loan Agreement and the Loan Documents embody the entire agreement and understanding between the Assignor and Assignee and supersedes all prior agreements and understandings relating to the subject matter hereof and thereof.

WITNESS the execution hereof under seal as of the day and year first above written.

ATTEST:

**MAGRUDER COLOR COMPANY, INC.**



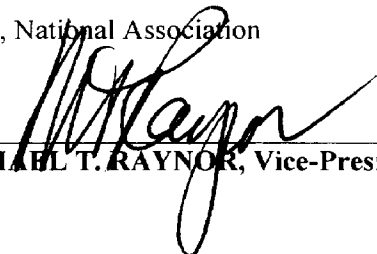
**JOEL S. WEISSGLASS**, Secretary  
[SEAL]

BY:

  
**ALLAN WEISSGLASS**, President

PNC Bank, National Association

By:

  
**MICHAEL T. RAYNOR**, Vice-President



STATE OF NEW JERSEY                    )  
  : ss.  
COUNTY OF Middlesex                    )

I CERTIFY that on October 31, 2000, ALLAN WEISSGLASS personally came before me and stated under oath to my satisfaction that:

- (a) this person is the President of Magruder Color Company, Inc., the corporation named in this Instrument;
- (b) this Instrument was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (c) this person knows the proper seal of the corporation which was affixed to this Instrument;
- (d) this person signed this acknowledgement to attest to the truth of these facts.

Signed and sworn to before me on  
October 31, 2000

(sign) Thomas J. Trautner Jr. (notary)  
(type name)  
Thomas J. Trautner Jr., An Attorney At Law  
in the State of New Jersey

STATE OF NEW JERSEY           )  
  :  
COUNTY OF Middlesex       )

I CERTIFY that on October 31, 2000, Michael T. Raynor personally came before me and stated under oath to my satisfaction that:

- (a) this person is the Vice President of PNC Bank, National Association, the financial institution named in this Instrument;
- (b) this Instrument was signed and delivered by the financial institution as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (c) this person knows the proper seal of the corporation which was affixed to this Instrument;
- (d) this person signed this acknowledgement to attest to the truth of these facts.

Signed and sworn to before me on  
October 31, 2000

(sign) Thomas J. Tranter Jr. (notary)  
(type name)

Thomas J. Tranter Jr. An Attorney At Law  
in the State of New Jersey

**SCHEDULE A**  
(TRADEMARKS)

<b>ACTIVE TRADEMARK REGISTRATIONS OWNED BY MAGRUDER COLOR CO., INC.</b>			
<b>MARK</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>	<b>IDENTIFICATION OF GOODS</b>
AQUABEST	1,430,775	March 3, 1987	Water-Based printing Ink
BIO-BRITE	1,876,225	January 31, 1995	Paints and Colorants for use in the manufacture of plastics, textiles and coatings for metal products, color pigmentations and printer's ink used in manufacturing and industry
BIO-COLOR	1,853,415	September 13, 1994	Paints, Pigmentations, Inks and Colorants used in manufacturing and industry
BIO-GLO	1,732,306	November 17, 1992	Color pigments for use in printer's ink
BIO-SET	1,876,226	January 31, 1995	Paints and Colorants for use in the manufacture of plastics, textiles and coatings for metal products, color pigmentations and printer's ink used in manufacturing and industry
KROMASET	991,794	August 27, 1974	Fluorescent Pigments
PIGMENTS FOR THE IMAGINATION	Serial No. 75,700,740	Filed: May 7, 1999	Color Pigments, Colorants for use in the manufacture of printers ink, textiles, plastics, synthetic fibers, paints and paper; printers ink; pigment dispersions in aqueous or non-aqueous forms for use in the manufacture of printers ink, textiles, paints and papers, color concentrate compounds for use in the manufacture of printers ink, plastics, synthetic fibers, textiles and paints
RADIANT	1,019,029	August 26, 1975	Fluorescent paints that are sold only in bulk to commercial users
RADIANT	793,488	July 27, 1965	Pigments for use as coloring materials in the production of fluorescent color

**ACTIVE TRADEMARK REGISTRATIONS OWNED BY MAGRUDER COLOR CO., INC.**

MARK	REGISTRATION NUMBER	REGISTRATION DATE	IDENTIFICATION OF GOODS
RADIANT	793,489	July 27, 1965	Fluorescent inks, namely, silk screen, letter-press and rotogravure fluorescent, phosphorescent or luminous inks
RADIANT	793,494	July 27, 1965	Fabrics and plastics coated or impregnated with fluorescent materials
RADIANT	996,241	October 22, 1974	Fluorescent pigments and colorants
RADIANT	996,247	October 22, 1974	Fluorescent screen printing inks and fluorescent ink bases
VISIPRINT	1,137,135	June 24, 1980	Printing Inks and Ink Bases
Design Mark	512,588	July 19, 1949	Dry Colors used in manufacturing printing inks

# WILENTZ GOLDMAN & SPITZER

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<http://www.newjerseylaw.com>

Please reply to  
Woodbridge  
(732) 855-6026

DAVID T. WILENTZ (1919-1963)  
G. GEORGE GOLDMAN (1922-1959)  
HENRY M. SPITZER (1928-1988)

WARREN W. WILENTZ  
MATTHIAS D. DILEO  
MORRIS BROWN<sup>4</sup>  
FREDERIC K. BECKER<sup>1</sup>  
NICHOLAS L. SANTOWASSO  
RICHARD F. LERT<sup>1</sup>  
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STEPHEN E. BARCAN  
ROBERT J. CIRAFESI  
FRANCIS V. BONELLO  
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DAVID M. WILDSTEIN  
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FREDERICK J. DENNEHY  
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MYRON ROSNER<sup>1</sup>  
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JAMES E. TRABILSY  
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CHARLES F. VUOTTO, JR.  
DONALD E. TAYLOR<sup>2</sup>  
BARRY R. SUGARMAN<sup>1</sup>  
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ALAN B. HANDLER

COUNSEL  
DAVID P. PEPE  
WILLIAM J. LINTON

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ABBY RESNICK-PARIGIAN<sup>1,2</sup>  
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NANCY A. SLOWE<sup>1</sup>  
JAMES L. PETSCHKE  
KELLY A. ERHARDT<sup>2</sup>  
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1 Also admitted in NY  
2 Also admitted in PA  
3 Also admitted in CT  
4 Also admitted in DC  
5 Also admitted in MA  
6 Also admitted in MI  
7 Also admitted in VI  
8 Only admitted in NY  
9 Also admitted in CC

November 2, 2000

## VIA EXPRESS MAIL

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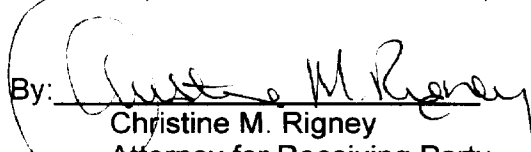
Sir:

Kindly file the enclosed papers indicated below. Also enclosed is a check in the amount of \$390.00 in payment of the estimated fee. Please do not hesitate to contact the undersigned with any questions.

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Respectfully submitted,

WILENTZ, GOLDMAN & SPITZER, P.A.

By:   
Christine M. Rigney  
Attorney for Receiving Party  
PNC Bank, National Association, as Agent

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